

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NATIONSTAR MORTGAGE LLC

Plaintiff,

VS.

PATRICK JOSEPH SORIA, an individual; *et al.*

Defendants.

CASE NO. 2:18-cv-03041 DSF (RAOx)

JUDGE: Hon. Dale S. Fischer
CTRM.: 7D

REVISED STIPULATED JUDGMENT

ACTION FILED: April 11, 2018
TRIAL DATE: None Set

19 Plaintiff NATIONSTAR MORTGAGE LLC (“Nationstar” or the “Plaintiff”)
20 commenced this civil action on April 11, 2018, against Defendants PATRICK
21 JOSEPH SORIA (“Soria”); WEST H&A, LLC; WARRANTED EFFECTUATION
22 OF SUBSTITUTE TRANSFEREE INC., AKA W.E.S.T Inc.; WESTWOOD
23 LEGAL; WESTWARD LEGAL; BRIGHTON LEGAL GROUP, PC; BLG PC
24 NATIONAL BY BRIGHTON LEGAL GROUP, INC.; DEUTSCHE MELLON
25 NATIONAL ASSET, LLC; CHRISTIANA WILMINGTON GLOBAL ASSET
26 CORP; HBSC US IN ITS CAPACITY AS LEGAL TITLE HOLDER
27 INCORPORATED; CAMDEN LEGAL GROUP, PC (collectively the

1 "Receivership Defendants") (the Receivership Defendants and Soria are herein
2 collectively referred to as the "Defendants"), among others.

3 Plaintiff's Complaint seeks damages and to have this Court find the numerous
4 instruments recorded by Defendants against various properties and loans throughout
5 the country as void and cancelled *ab initio*, of no legal effect, and to be ordered
6 stricken from the public record. Plaintiff's Complaint further seeks a permanent
7 injunction against the Defendants to prevent such further fraudulent recordings.

8 The Receivership Defendants, having been served but failing to file a
9 responsive pleading, have all properly been defaulted (Dkts. 76 - 76-3, 76-5, 76-7 -
10 76-11, 82, and 87 - 89). This Court previously appointed a Permanent Receiver over
11 the Receivership Defendants (and Soria's Assets) via the Preliminary Injunction and
12 Receivership Order (Dkt. 46).

DEFINITIONS

14 For purposes of this Order, the following definitions shall apply:

15 A. "Assets" means any legal, equitable, or beneficial interest in, right to, or
16 claim to any real or personal property, including, without limitation, funds, vehicles,
17 boats, certificates of title, accounts with any Financial Institution, chattels, choses in
18 action, chattel paper, claims, causes of action against other persons or entities,
19 goods, instruments, equipment, fixtures, general intangibles, leaseholds, mail or
20 other deliveries, inventory, checks, notes, accounts, credits, contracts, receivables,
21 shares of stock, membership interests in any limited liability company, partnership
22 interests, inheritances, options, contractual rights, interests in any trust, art,
23 collectibles, furnishings, jewelry, personal effects, and all cash or money, wherever
24 located.

25 B. "Defendants" means the Individual Defendants and the Receivership
26 Defendants.

27 C. "Documents" include, but are not limited to, books, records, accounts,
28 writings, drawings, graphs, charts, photographs, audio and video recordings,

1 computer records, computer files, databases and other data compilations,
2 electronically stored records, or any other records of any kind or nature.

3 D. "Financial Institution" means any bank, savings and loan association,
4 credit union, finance company, credit card issuing company, commercial lending
5 company, credit card processing agent, agent providing electronic funds transfer
6 services and/or automated clearing house processing, payroll processing company,
7 insurance company, trust company, brokerage house, institutional trustee, broker-
8 dealer, escrow agent, title company, money market or mutual fund, title company,
9 commodity futures merchant, commodity trading company, precious metals dealer,
10 or depository of any kind, located or doing business in the United States or abroad.

11 E. "Individual Defendants" means Defendants PATRICK JOSEPH
12 SORIA ("Soria"); TAMYRA WHITE (a.k.a. TAMMY WHITE) ("White");
13 GEORGE WESLEY JR. PIERCE ("Pierce"); GRICELA MENDOZA ("Mendoza");
14 BERNARD GERMANI (a.k.a. BERNIE GERMANI) ("Germani"); REBEKAH
15 BROWN ("Brown"); MICHAEL C. JACKSON ("Jackson"); CYNTHIA LARA
16 ("Lara"); F. MARTINEZ ("Martinez"); JENNY DE LEON ("Leon"); ELBA
17 CHAVEZ ("Chavez"); and RYAN ALEXANDER URQUIZU ("Urquizu").

18 F. "Person" means any natural person, any entity formed, existing or
19 recognized under any body of law as a legal entity, and any unincorporated
20 association or other organization including, but not limited to, any proprietorship,
21 partnership, company, firm, corporation, joint venture, society, association, trust, or
22 government agency or unit, and any other group or combination acting as an entity.

23 G. "Plaintiff" means Plaintiff NATIONSTAR MORTGAGE LLC.

24 H. "Permanent Receiver" means Robb Evans & Associates LLC.

25 I. "Receivership Assets" means Assets of any and every kind whatsoever
26 that are (1) owned, controlled, or held by or for the benefit of any of the
27 Receivership Defendants and/or Defendant Soria, in whole or in part, (2) in the
28 actual or constructive possession of any of the Receivership Defendants and/or

1 Defendant Soria, or other individual or entity acting in concert with any of the
2 Receivership Defendants and/or Defendant Soria, (3) held by an agent of any of the
3 Receivership Defendants and/or Defendant Soria, including as a retainer for the
4 agent's provision of services, or (4) owned, controlled, or held by, or in the actual or
5 constructive possession of, or otherwise held for the benefit of, any corporation,
6 partnership, trust, or other entity directly or indirectly owned or controlled in whole
7 or in part by any of the Receivership Defendants and/or Defendant Soria, including
8 Assets that have been transferred to other Persons but as to which Assets such
9 Persons do not have a legitimate claim.

10 J. "Receivership Defendants" means Defendants WEST H&A, LLC
11 ("West H&A"); WARRANTED EFFECTUATION OF SUBSTITUTE
12 TRANSFEREE INC, AKA W.E.S.T. Inc. ("Warranted"); WESTWOOD LEGAL
13 ("Westwood"); WESTWARD LEGAL ("Westward"); BRIGHTON LEGAL
14 GROUP, PC (a.k.a. BRIGHTON LEGAL TITLE CO. and BLG PC NATIONAL)
15 ("Brighton"); BLG PC NATIONAL BY BRIGHTON LEGAL GROUP, INC.
16 ("BLG"); DEUTSCHE MELLON NATIONAL ASSET, LLC (a.k.a.
17 INTEGRITITLE ("Deutsche Mellon"); CHRISTIANA WILMINGTON GLOBAL
18 ASSET CORP. ("Christiana Wilmington"); HBSC US IN ITS CAPACITY AS
19 LEGAL TITLE HOLDER INCORPORATED ("HUCLTH"); CAMDEN LEGAL
20 GROUP, PC (d.b.a. HOMEOWNER HELP INITIATIVE) ("Camden"), and any
21 subsidiaries, affiliates, successors, and assigns of any of the foregoing, and any
22 fictitious business names created by or used by any of the foregoing, individually,
23 collectively, or in any combination.

24 **STIPULATION**

25 Plaintiff, and the Receivership Defendants, by and through the Permanent
26 Receiver, as a resolution of Plaintiff's claims against the Receivership Defendants,
27 hereby stipulate and agree as follows:

28 / / /

WHEREAS, the Complaint states a claim upon which relief can be granted against the Receivership Defendants.

WHEREAS, the Complaint erroneously named as Defendant “HSBC US IN ITS CAPACITY AS LEGAL TITLE HOLDER INCORPORATED” (Dkt. No. 1).

WHEREAS, Plaintiff filed a Notice of Errata Re: Misnomer Company Name on April 25, 2018, correcting the erroneously named “HSBC US IN ITS CAPACITY AS LEGAL TITLE HOLDER INCORPORATED” with the correct entity name: “HBSC US IN ITS CAPACITY AS LEGAL TITLE HOLDER INCORPORATED” (Dkt. No. 22).

10 **WHEREAS**, defaults have been entered against the Receivership Defendants
11 (Dkt. Nos. 82, 87-89).

12 **WHEREAS**, the Receivership Defendants waive the entry of findings of fact
13 and conclusions of law and consent to the entry of this Judgment and the
14 accompanying permanent injunction.

15 **WHEREAS**, the Permanent Receiver enters into this Stipulation in its
16 capacity as Permanent Receiver over the Receivership Defendants freely and
17 without coercion and further acknowledges that it has read the provisions of this
18 Judgment and is prepared and willing to abide by them.

19 The Receivership Defendants, by and through the Permanent Receiver's
20 counsel of record, and Plaintiff, by and through its counsel of record, **HEREBY**
21 **STIPULATE AND AGREE** to the entry of judgment and permanent injunction in
22 this action as follows:

STIPULATED JUDGMENT

24 **NOW, THEREFORE**, it is hereby **ORDERED, ADJUDGED** and
25 **DECREED** that:

26 1. Judgment is entered in favor of Plaintiff and against the Receivership
27 Defendants, jointly and severally, on Plaintiff's Complaint in the amount of
28 \$931,908.01.

1 2. Receivership Defendants and their successors, assigns, officers,
2 servants, agents, employees and/or attorneys, and those persons in active concert or
3 participation with any of the Receivership Defendants, including any other unnamed
4 parties wholly or partially owned, contracted with, successors of, and/or assigns of
5 the Receivership Defendants, are permanently enjoined from either directly or
6 indirectly engaging in the following:

7 a) Conducting any and all operations of Receivership Defendants, or of
8 any and all other variations and business entities (known or unknown at this time).

9 b) From engaging in any negotiations, business transactions, recordings,
10 or further activities whatsoever related to the properties listed in **Exhibit 1**, or any
11 other real property mortgages/loans.

12 c) From engaging in any communications whatsoever (oral, written, or
13 otherwise) with any borrowers on mortgage loans serviced and/or owned or invested
14 in by Plaintiff.

15 d) Misrepresenting, or assisting others in misrepresenting, expressly or by
16 implication, any material fact, including but not limited to:

17 (1) That Receivership Defendants conducted any foreclosure or
18 other sale, or that Receivership Defendants have any interest, lien, or
19 right in any of the properties with mortgage loans that have been or are
20 serviced, owned, and/or invested in by Plaintiff;

21 (2) That Receivership Defendants were, are, or will be the trustee,
22 assignee, successor, and/or any other entity or party to any Deed of
23 Trust or mortgage that has been or is serviced, owned, and/or invested
24 in by Plaintiff;

25 (3) That any recorded Document is evidence of any interest, right, or
26 lien by Receivership Defendants in any property with a Deed of Trust
27 or mortgage that has been or is serviced, owned, and/or invested in by
28 Plaintiff;

- 1 (4) That Receivership Defendants have any interest, lien, or right in
2 any of the mortgage loans that have been or are serviced, owned, and/or
3 invested in by Plaintiff;
4 (5) That Receivership Defendants own or could grant any interest or
5 right in any of the properties with mortgage loans that have been or are
6 serviced, owned, and/or invested in by Plaintiff;
7 (6) That borrowers on mortgage loans that have been or are serviced,
8 owned, and/or invested in by Plaintiff should not make their mortgage
9 payments to the true/prior lender;
10 (7) That Plaintiff, or Trusts for which Plaintiff is Trustee, do not
11 have authority to foreclose on a mortgage;
12 (8) That borrowers on mortgage loans that have been or are serviced,
13 owned, and/or invested in by Plaintiff should make their mortgage
14 payments and/or any other payments to Receivership Defendants, or
15 any person or entity acting on their behalf or at their direction;
16 (9) That borrowers on mortgage loans that have been or are serviced,
17 owned, and/or invested in by Plaintiff owe any payments to
18 Receivership Defendants, or any person or entity acting on their behalf
19 or at their direction;
20 (10) That Receivership Defendants were able to, did, or could
21 improve or otherwise affect any consumer's loan terms, or any
22 extension or alteration of credit;
23 (11) That Receivership Defendants were able to, did, or could
24 refinance, cancel, and/or refund (fully or partially) any borrower's loan;
25 (12) That Receivership Defendants were able to, did, or could offer,
26 provide, and/or recommend any legal advice, services, and/or products,
27 or that Receivership Defendants work on behalf of any attorneys or can
28 provide any legal representation;

(13) Any claim that any Receivership Defendant or Receivership Defendants are or were a note holder, beneficiary, trustee, servicer of, and/or hold the original note of any mortgage or loan;

(14) That a borrower can avoid foreclosure; and

(15) That any Receivership Defendant is affiliated with, endorsed or approved by, or otherwise connected to any lender, beneficiary, bank, servicer, trustee, loan owner/investor, government entity, any federal homeowner relief or financial stability program, public, non-profit, or other non-commercial program, or any other program.

e) Any and all efforts to market, advertise, sell, or take any actions related

11 | to any properties listed in **Exhibit 1**;

12 f) Any and all efforts to create and/or alter any Documents intended to
13 mimic any loan, financial, or other Documents related to any loan or mortgage
14 serviced, owned, and/or invested in by Plaintiff at any time;

15 g) Any and all efforts to execute, draft, revise, stamp, and/or alter any
16 Documents related to any loan or mortgage serviced, owned, and/or invested in by
17 Plaintiff;

18 h) Any and all efforts to draft, prepare, execute, or take any action related
19 to borrower complaints, borrower requests, alleged Qualified Written Requests, or
20 any other Documents related to any loan or mortgage serviced, owned, and/or
21 invested in by Plaintiff at any time;

22 i) Any and all efforts to falsify records and/or Documents in any manner;

j) Recording any Documents and/or instruments related to any loan or mortgage serviced, owned, and/or invested in by Plaintiff at any time;

25 k) Advertising or assisting others in advertising credit terms other than
26 those terms that actually are or will be arranged or offered by a creditor or lender;

27 l) Utilizing, spending, selling, liquidating, assigning, transferring,
28 converting, disbursing, gifting, conveying, encumbering, pledging, concealing

1 and/or moving any Asset, money, and/or bank accounts maintained by any of the
2 Receivership Defendants; and

3 m) Any and all efforts to create, establish, register, and/or promote any
4 new entities to perpetuate the fraudulent schemes described in Plaintiff's Complaint.

5 3. This injunction shall become the permanent order of this Court and
6 shall survive this Judgment except as herein modified as follows:

7 a. Nothing in this Judgment shall in any way prohibit or bar Soria
8 from engaging in lawful business activities in the future provided such
9 activities do not otherwise violate the terms of this Judgment;

10 b. Receivership Defendants forever waive any and all claims they
11 may now or forever have as to any Receivership Assets.

12 4. All of the Permanent Receiver's powers and duties (and all other
13 receivership provisions) set forth in this Court's Order Entering Preliminary
14 Injunction Against Defendants and Appointing a Permanent Receiver (Dkt. No. 46),
15 as modified by this Court's Order Granting in Part and Denying in Part Ex Parte
16 Application re Receiver Instructions, Fees, and Costs (Dkt. No. 191) and Order re
17 Cost Sharing for Title Clearance Through the Receivership (Dkt. No. 335), remain
18 in full force and effect.

19 5. The Permanent Receiver is hereby authorized, in the Permanent
20 Receiver's discretion, to cause the Receivership Defendants to become terminated,
21 cancelled, deactivated, and otherwise deregistered to do business in any state where
22 they were previously registered to do business where necessary.

23 6. Nationstar shall not be responsible for the costs of the Permanent
24 Receivership incurred after entry of this Judgment, except such costs as are incurred
25 directly for the benefit of Nationstar for title clearance, or are reasonably necessary
26 to discharge the Permanent Receiver and cause the Receivership Defendants to
27 become terminated, cancelled, deactivated and/or otherwise deregistered.

28 / / /

7. This Court shall retain jurisdiction for the enforcement of this Judgment and any other permanent order of the Court in this matter.

3 8. Within 90 days of the entry of this Judgment, the Permanent Receiver
4 shall file with the Court a final report and accounting, request for fees and expenses,
5 proposed distribution of remaining sums in the estate and its final motion to wind up
6 the estate of the Receivership Defendants.

7 9. Nothing in this Judgment shall operate as a bar in any way (whether by
8 *res judicata*, claim/issue preclusion, the primary right doctrine, the statute of
9 limitations/delayed discovery, etc.) to further claims by Plaintiff against any of the
10 Defendants as to any instrument, property, claim, or harm not expressly addressed in
11 this Judgment. This is a material term of this Judgment that if stayed or determined
12 to be invalid shall invalidate and void the entire Judgment and return this matter to
13 the pre-judgment status quo.

14 10. Except as provided in paragraph 9, the provisions of this Judgment are
15 separate and severable from one another. Except as provided in paragraph 9, if any
16 provision is stayed or determined to be invalid, the remaining provisions shall
17 remain in full force and effect.

19 IT IS SO ORDERED, this 21 day of October, 2020;

**The Honorable Dale S. Fischer
United States District Judge**

STIPULATED AND AGREED:

1 DATED: October 13, 2020 BARNES & THORNBURG LLP
2
3
4 By: /s/ Gary Owen Caris
5 GARY OWEN CARIS
6 Attorneys for Permanent Receiver
7 ROBB EVANS & ASSOCIATES
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: October 13, 2020 HALL GRIFFIN LLP
9
10 By: /s Timothy A. Burnett
11 Howard D. Hall
12 Timothy A. Burnett
13 Jane M. Kutepova
14 Attorneys for Plaintiff
15 NATIONSTAR MORTGAGE LLC
16
17
18
19
20
21
22
23
24
25
26
27
28

	Property Address	County	APN
1.	690 Congress Street, Costa Mesa CA 92627	Orange County, CA	422-172-11
2.	980 Erin Lane, Eatonville, WA 98328	Pierce County, WA	602320-002-0
3.	1936 Cornelia Drive, Eustis, FL 32726	Lake County, FL	12-19-26-010000005500
4.	15902 Blue Bonnet Drive, Parker, CO 80134	Douglas County, CO	0376948
5.	1074 Vallejo Circle, Costa Mesa, CA 92626	Orange County, CA	412-052-17
6.	915 Cottontail Lane, Anaheim, CA 92808	Orange County, CA	354-511-23
7.	539 Patterson Avenue, Stratford, CT 06614	Fairfield County, CT	STRA-005011-000008-000005
8.	157 N. Catalina Street, Los Angeles, CA 90004	Los Angeles County, CA	5518-019-019
9.	2513 W. Fulcrum Place, Anaheim, CA 92804	Orange County, CA	127-021-52
10.	18771 Flagstaff Lane, Huntington Beach, CA 92646	Orange County, CA	157-433-17
11.	1127 5 th Street, Manhattan Beach, CA 90266	Los Angeles County, CA	4164-024-016
12.	23722 Via Calzada, Mission Viejo, CA 92691	Orange County, CA	808-162-06
13.	17806 Mountain Ranch Road, Granada Hills, CA 91344	Los Angeles County, CA	2601-067-004
14.	1428 San Altos Place, Lemon Grove, CA 91945	San Diego County, CA	576-562-03-00
15.	1525 Bergman Court, Brea, CA 92821	Orange County, CA	296-421-26
16.	29861 Sienna Parkway, Mission Viejo, CA 92694	Orange County, CA	741-212-21
17.	2110 West Hall Avenue, Santa Ana, CA 92704	Orange County, CA	412-395-01
18.	4718 Cedros Ave, Sherman Oaks, CA 91403	Los Angeles County, CA	2265-003-026
19.	29861 Quail Run Drive, Agoura Hills, CA 91301	Los Angeles County, CA	2053-031-071
20.	16959 Summeroak Court, Fountain Valley, CA 92708	Orange County, CA	144-503-26
21.	8400 De Longpre Avenue Unit 310, West Hollywood, CA 90069	Los Angeles County, CA	5554-023-056
22.	1021 Hilda Street, Anaheim, CA 92806	Orange County, CA	253-402-04
23.	3429 Oak Glen Drive, Los Angeles, CA 90068	Los Angeles County, CA	2425-021-023
24.	4155 Mt. Vernon Drive, Los Angeles, CA 90008	Los Angeles County, CA	5011-003-012
25.	20212 Via Medici, Los Angeles, CA 91326	Los Angeles County	2701-043-034
26.	4731 Minstrel Drive, Palmdale, CA 93552	Los Angeles County, CA	3023-085-006
27.	2028 W. Dahl Lane, Santa Ana, CA 92704	Orange County, CA	109-444-16
28.	20163 Via Cellini, Northridge, CA 91326	Los Angeles County, CA	2701-039-022
29.	121 Alcantar Circle, Sacramento, CA 95834	Sacramento County, CA	2225-1650-043-0000

30.	30014 Via Victoria, Rancho Palos Verdes, CA 90275	Los Angeles County, CA	7582-016-035
31.	2605 33 rd Street, Santa Monica, CA 90405	Los Angeles County, CA	4270-018-006
32.	1023 Hidden Valley Road, Soquel, CA 95073	Santa Cruz County, CA	102-331-16
33.	225 Saint Elmo Circle, Las Vegas, NV 89123	Clark County, NV	177-16-701-050
34.	11536 Fabiano Street, Las Vegas, NV 89183	Clark County, NV	191-04-611-020
35.	8655 Appian Way, Los Angeles, CA 90046	Los Angeles County, CA	5562-010-010
36.	625 Evers Street, Bridgeport, CT 06610	Fairfield County, CT	0023260
37.	105 Hammaker Street, Thurmont, MD 21788	Frederick County, MD	15-346574
38.	1013 Randall Way, Independence, OR 97351	Polk County, OR	563182
39.	12017 Browns Canyon Road, Chatsworth, CA 91311	Los Angeles County, CA	2821-019-037
40.	3435 N. Mooring Way, Coconut Grove, FL 33133	Miami-Dade County, FL	01-4128-007-0030
41.	30 Celestine Circle, Ladera Ranch, CA 92694	Orange County, CA	741-102-06
42.	1101 Los Carneros Avenue, Napa, CA 94559	Napa County, CA	047-220-001-000
43.	24505 Peachland Avenue, Santa Clarita, CA 91321	Los Angeles County, CA	2830-028-028
44.	1030 Pitchford, Tomball, TX 77375	Harris County, TX	035-288-000-0384
45.	11344 Stonecress Aveue, Fountain Valley, CA 92708	Orange County, CA	144-071-06
46.	8191 Dogwood Road, Germantown, TN 38139	Shelby County, TN	G023100570
47.	921 S. Lemon Street, Anaheim, CA 92805	Orange County, CA	251-051-21
48.	21 Skyridge, Newport Coast, CA 92657	Orange County, CA	473-142-12
49.	1892 Denison Street, Pomona, CA 91766	Los Angeles County, CA	8705-008-002
50.	14025 Jefferson Avenue, Hawthorne, CA 90250	Los Angeles County, CA	4045-012-014
51.	4151 E. Boston Avenue, Las Vegas, NV 89104	Clark County, NV	161-06-718-018
52.	2028 Holmby Avenue, Los Angeles, CA 90025	Los Angeles County, CA	4317-011-003
53.	2411 Loyd Drive, Corvallis, MT 59828	Ravalli County, MT	13-1666-34-4-01-08-0000
54.	11715-11715 ½ Main Street, Los Angeles, CA 90061	Los Angeles County, CA	6087-012-018
55.	1713 Queens Court, Los Angeles, CA 90069	Los Angeles County, CA	5558-021-017
56.	5060 Inaglen Way, Los Angeles, CA 90043	Los Angeles County, CA	5010-010-037
57.	10731 Fullbright Avenue, Chatsworth, CA 91311	Los Angeles County, CA	2707-004-024